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FOR INFORMATION

UNICEF PREVIOUS MODEL BASIC AGREEMENTS WITH GOVERNMENTS

Addendum

The present addendum is prepared to show the progressive development of the UNICEF Basic Agreement with host Governments. While a number of Agreements were signed by UNICEF with Governments prior to 1949, a Model Text was only developed in 1950 and is published in volume 65 of the United Nations Treaty Series. This text formed the basis of the majority of the current Agreements concluded by UNICEF with Governments. In 1956, revisions were introduced in the Model Text and Additional Protocols were concluded with host Governments. The 1950 Model Text and its 1956 Additional Protocol are reproduced in column 4 of the attached tabulation.

The subsequent expansion of the UNICEF mandate by the General Assembly to give greater emphasis to supporting national programmes for children and mothers in developing countries, and the further decentralization of UNICEF activities necessitated additional modifications to the Model Text, in particular, to permit the establishment of area and regional offices. Thus, revisions were introduced in the Model Text in 1972 and 1983. As a result, a number of Agreements concluded after 1972 differ from those based on the 1950 Model Text. The revised Model Texts of 1983 and 1972 are reproduced in columns 2 and 3, respectively.

In view of the multiplicity of models, it was decided in 1989 to develop one comprehensive standard text to replace the older ones. In so doing, it also became necessary to review other United Nations standard texts so as to reconcile the UNICEF Agreement with the texts used by other United Nations agencies. Since the development of the earlier UNICEF models, the United Nations had concluded host agreements for its regional

commissions in Chile, Thailand, Ethiopia and Iraq and had established offices in Kenya for the United Nations Environment Programme (UNEP) and the United Nations Centre for Human Settlements (Habitat). In addition, in 1973, the United Nations Development Programme (UNDP) had introduced a new Standard Basic Assistance Agreement to replace the individual agreements with Governments concluded by its predecessor, the United Nations Special Fund, and the Expanded Programme for Technical Cooperation, and the UNDP Executing Agencies. As of October 1991, 114 countries had signed the UNDP/Standard Basic Assistance Agreement. Furthermore, in 1989, the Office of the United Nations High Commissioner for Refugees (UNHCR) adopted its own Model Text (see E/ICEF/1992/L.1/Add.2). For all the above reasons, it was thus necessary that UNICEF, too, adopt a standard Basic Cooperation Agreement to replace the earlier Agreements. That text is reproduced in column 1.

The text before the Executive Board is more comprehensive than the previous UNICEF models and will bring UNICEF Agreements with Governments much closer to those used by the United Nations and other United Nations agencies. The Office of Legal Affairs, which has assisted UNICEF in drafting this text, also drafted the standard texts of the other United Nations agencies. Every effort has been made to ensure that the new text remains consistent with other United Nations legislative texts and agreements, while also preserving the unique character of the UNICEF mandate and operational procedures. The reasons for textual differences are provided in the explanatory notes in document E/ICEF/1992/L.1/Add.1.

PREVIOUS UNICEF MODEL BASIC AGREEMENTS WITH GOVERNMENTS

E/ICEF/1992/L.2

1981 Model Text of Area Agreement

STANDARD BASIC
COOPERATION
AGREEMENT BETWEEN THE
UNITED NATIONS
CHILDREN'S FUND AND THE
GOVERNMENT OF _____

AGREEMENT BETWEEN THE
UNITED NATIONS
CHILDREN'S FUND AND THE
GOVERNMENT OF _____

1972 Revised Model Text

AGREEMENT BETWEEN THE
UNITED NATIONS
CHILDREN'S FUND
AND THE GOVERNMENT OF _____

1950 Model Text and 1956
Revision

MODEL TEXT - ACCORD-TYPE
[Vol. 65-1950-UN Treaty
Series]
AGREEMENT BETWEEN THE
INTERNATIONAL CHILDREN'S
EMERGENCY FUND AND THE
GOVERNMENT OF _____

PREAMBLE

WHEREAS the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (I) of 11 December 1946 as an organ of the United Nations and, by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, supplies, training and advice, the emergency and long-range needs of children and their continuing needs in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, the health, basic education and programmes of child survival, development and protection in countries with which UNICEF cooperates, and

WHEREAS the United Nations Children's Fund (hereinafter called "UNICEF") was established by the General Assembly of the United Nations as an organ of the United Nations for the purpose of meeting, through the provision of supplies, training and advice, emergency and long-range needs of children, and their continuing needs particularly in developing countries, with a view to strengthening, where appropriate, the permanent child health and child welfare programmes of countries receiving assistance, and

WHEREAS UNICEF and the Government of _____ (hereinafter called "the Government"), have agreed, in a spirit of friendly cooperation, to establishment of a UNICEF Area Office, having its headquarters at _____, that shall be responsible for coordinating and

WHEREAS the United Nations Children's Fund (hereinafter called "UNICEF") was established by the General Assembly of the United Nations as an organ of the United Nations for the purpose of meeting, through the provision of supplies, training and advice, emergency and long-range needs of children, and their continuing needs particularly in developing countries, with a view to strengthening, where appropriate, the permanent child health and child welfare programmes of countries receiving assistance; and

WHEREAS the Government of _____ (hereinafter called "the Government") desires UNICEF cooperation for the above purposes; Now, therefore, UNICEF and the Government agree as follows:

WHEREAS the General Assembly of the United Nations, by resolution 57, approved 11 December 1946, created an International Children's Emergency Fund (hereinafter referred to as the Fund), and

WHEREAS the Fund now has resources and expects to receive additional resources and assets which the Executive Board of the Fund has determined shall be made available in part for the benefit of children and adolescents and expectant and nursing mothers of _____, and

WHEREAS the Government of _____ (hereinafter referred to as the Government) desires the aid of the Fund for the benefit of children and adolescents and expectant and nursing mothers within its territories, and

WHEREAS UNICEF and the Government of _____ wish to establish the terms and conditions under which UNICEF shall, within its mandate, cooperate in programmes in _____,

NOW, THEREFORE, UNICEF and the Government, in a spirit of friendly cooperation, have entered into the present Agreement.

ARTICLE I

Definitions

For the purpose of the present Agreement, the following definitions shall apply:

(a) "Appropriate authorities" means central, local and other competent authorities under the law of the country;

(b) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;

(c) "Experts on mission" means experts coming within the scope of articles VI and VII of the Convention;

1983 Model Text of Area Agreement

administering UNICEF cooperation in _____, and for maintaining liaison between UNICEF and other United Nations agencies in _____.

NOW, THEREFORE, UNICEF and the Government agree as follows:

ARTICLE I

Definitions

In this Agreement:

(a) The expression "the Government" means the Government of _____;

(b) The expression "UNICEF" means the United Nations Children's Fund;

(c) The expression "competent authorities" means officials of the Government or any political subdivision of the _____;

(d) The expression "Executive Director" means the Executive Director of the United Nations Children's Fund or his authorized representative,

1972 Revised Model Text

ARTICLE I

REQUESTS TO OPERATE AND PLANS OF OPERATIONS

1. This Agreement establishes the basic conditions and the mutual undertakings governing projects in which UNICEF and the Government are participating.

2. Whenever the Government wishes to obtain the cooperation of UNICEF, it shall inform UNICEF in writing, giving a description of the proposed project and the extent of the proposed participation of the Government and UNICEF in its execution.

3. UNICEF shall consider such requests on the basis of its available resources, its assistance policies and the need for assistance.

4. The terms and conditions for each agreed project, including the commitments of the Government and UNICEF with respect to the furnishing of supplies, equipment, services or other assistance, shall be set forth in a plan of Operations to be signed by the Government and UNICEF, and when appropriate, by other organizations

1950 Model Text and 1956 Revision

WHEREAS representatives of the Fund and of the Government have considered the need for such aid in _____, and

WHEREAS the Government has submitted its own programme of aid for the benefit of children and adolescents and expectant and nursing mothers, and has drawn up plans of operation with respect to the proper utilization and distribution of supplies or other assistance which the Fund may provide, and the Fund has approved its own participation in said plans,

NOW, THEREFORE, the Government and the Fund have agreed as follows:

ARTICLE I

FURNISHING OF SUPPLIES AND SERVICES

A. The Fund, within its determination of requirements and the limits of its resources, will provide foodstuffs and other supplies and services for the aid and assistance of the children, adolescents, and expectant and nursing mothers of _____.

B. The Government will, in accordance with the approved plan of

(d) "Government" means the Government of _____;

(e) "Greeting Card Operation" means the organizational entity established within UNICEF to generate public awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products;

(f) "Head of the office" means the official in charge of the UNICEF office;

(g) "Country" means the country where a UNICEF office is located or which receives programme support from a UNICEF office located elsewhere;

(h) "Parties" means UNICEF and the Government;

(i) "Persons performing services for UNICEF" means individual contractors, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;

(j) "Programmes of cooperation" means the programmes of the country in which UNICEF

(e) The expression "UNICEF officials" means the Executive Director and all members of staff and experts employed by UNICEF,

(f) The expression "Area Office" means the premises occupied by UNICEF as its headquarters for coordinating and administering cooperation with _____, and for maintaining liaison between UNICEF and United Nations agencies in _____,

(g) The expression "property" as used in this Agreement means all property, including funds and assets, belonging to UNICEF or held or administered by UNICEF in furtherance of its official functions, and, in general, all income of UNICEF.

ARTICLE II

Requests to UNICEF and Plans of Operation

1. This Agreement lays down the basic conditions and mutual undertakings governing projects and programmes in which the Government and UNICEF participate.

participating in the project. The provisions of this Agreement shall apply to each Plan of Operations.

ARTICLE II

USE OF SUPPLIES, EQUIPMENT AND OTHER ASSISTANCE FURNISHED BY UNICEF

1. Supplies and equipment furnished by UNICEF shall be transferred to the Government upon arrival in the country, except as, in the case of transport of large items of equipment, may be otherwise provided in the Plan of Operations. UNICEF reserves the right to require the return of any supplies or equipment furnished by it which are not used for the purposes of the Plan of Operations.

2. The Government shall take the necessary measures to ensure that the supplies and equipment and other assistance furnished by UNICEF are distributed or used equitably and efficiently, without discrimination because of race, creed, nationality status or political belief, in accordance with the Plan of Operations. No beneficiary shall be required to pay for supplies furnished by

operations and such amendments as may be agreed upon at a later date by the Fund and the Government, provide food (and other special programmes) for the children, adolescents, and expectant and nursing mothers of and undertakes that the food and supplies furnished by the Fund will be distributed to and for the benefit of such persons in accordance with the aforesaid plan of operations.

C. The amounts and the character of the food and supplies to be provided by the Fund and the Government respectively for the benefit of children, adolescents, and expectant and nursing mothers of _____, will be determined from time to time for such successive periods of operation as may be convenient, through mutual consultation and understanding between the Fund and the Government.

D. The Fund will make no request, and shall have no claim, for payment in foreign exchange for the supplies and services furnished by it under this Agreement.

cooperates, as provided in article III below;

(k) "UNICEF" means the United Nations Children's Fund;

(l) "UNICEF office" means any organizational unit through which UNICEF cooperates in programmes; it may include the field offices established in the country;

(m) "UNICEF officials" means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I) of 7 December 1946.

ARTICLE II

Scope of the Agreement

1. The present Agreement embodies the general terms and conditions under which UNICEF shall cooperate in programmes in the country.
2. UNICEF cooperation in programmes in the country shall be provided consistent with

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2. Wherever the Government wishes to obtain the cooperation of UNICEF, it shall inform UNICEF in writing giving a description of the proposed programme, the contribution the Government wishes to make and the extent of cooperation requested from UNICEF for execution of the Programme.

3. The consideration of such requests by UNICEF shall be guided by the availability of regular funds, the criteria used by UNICEF for the granting of assistance and the need for assistance.

4. The terms and conditions of each particular programme agreed upon, including the obligations of the Government and of UNICEF regarding the furnishing of supplies, equipment, services and other kinds of assistance, shall be specified in a plan of Operations, which shall be signed by the Government and by UNICEF and, as the case may be, by the other organizations participating in the Programme. The provisions of this Agreement shall apply to each of the programmes included in the Plan of Operations.

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UNICEF except to the extent that payment is expressly provided for in the applicable Plan of Operations.

3. UNICEF may arrange to place on the supplies and equipment furnished by it such markings as are deemed necessary by UNICEF to indicate that the supplies are provided by UNICEF.

4. The Government shall make the arrangements for and shall pay the expenses relating to the reception, unloading, warehousing, insurance, transportation and distribution of the supplies and equipment furnished by UNICEF, after their arrival in the country.

ARTICLE III

ACCOUNTING AND STATISTICAL RECORDS AND REPORTS

The Government shall maintain such accounting and statistical records with respect to the execution of Plans of Operations as may be mutually agreed to be necessary, and shall furnish any such records and reports to UNICEF at its request.

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ARTICLE II

TRANSFER AND DISTRIBUTION OF SUPPLIES

A. The Fund, while retaining full ownership of its supplies until consumed or used by the ultimate recipient for whom these supplies are intended, will entrust its supplies to the Government or those agencies within mutually agreed upon arrangements between the Government and the Fund, for distribution on behalf of the Fund for the benefit of children, adolescents, and expectant and nursing mothers in accordance with the approved plan of operations and in conformity with the policies of the Fund.

B. The Government will distribute supplies furnished by the Fund in accordance with the approved plan of operations through the agencies, or channels, mutually approved from time to time by the Government and the Fund. In distributing or otherwise handling such supplies the Government shall act as agent for the Fund until the supplies are consumed or used.

the relevant resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of UNICEF.

ARTICLE III

Programmes of cooperation and master plan of operations

1. The programmes of cooperation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be concluded between UNICEF, the Government and, as the case may be, other participating organizations.

2. The master plan of operations shall define the particulars of the programmes of cooperation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating organizations and the estimated financial resources required to carry out the programmes of cooperation.

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ARTICLE III

Use of supplies, equipment and other resources furnished by UNICEF

1. Supplies and equipment furnished by UNICEF shall be transferred to the Government upon arrival in the country unless otherwise provided in the Plan of Operations. The Government shall upon request by UNICEF return any of the supplies or equipment that have not been used as provided for in the Plan of Operations.

2. The Government shall take the necessary steps to ensure that the supplies, equipment and other kinds of assistance provided by UNICEF are distributed in conformity with the purposes stated in the Plan of Operations and are employed in an equitable and efficient manner without any discrimination based on race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies furnished by UNICEF unless, and only to such extent as, provided in the relevant Plan of Operations.

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ARTICLE IV

Alternative A (in countries where UNICEF does not intend to establish an office)

COOPERATION BETWEEN THE GOVERNMENT AND UNICEF

1. UNICEF may, from time to time, send authorized officers to _____ for consultation and cooperation with the appropriate officials of the Government with respect to the review and preparation of proposed projects and plans of operations, and the shipment, receipt, distribution or use of the supplies and equipment furnished by UNICEF, and to advise UNICEF on the progress of the Plans of Operations and on any other matter relating to the application of this Agreement. The Government shall permit authorized officers of UNICEF to observe all the phases of the execution of the Plans of Operations in _____.

2. The Government, in agreement with UNICEF, shall provide funds up to a mutually agreed amount to cover the cost of certain local services and facilities of the UNICEF Area Office servicing _____.

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C. The Government undertakes to see that these supplies are dispensed or distributed equitably and efficiently on the basis of need, without discrimination because of race, creed, nationality status, or political belief. No ration plan currently in force at the time of approval of the plan of operations referred to in Section B of Article I shall be modified by reason of supplies furnished by the Fund so as to reduce the rations for children, adolescents, and nursing and expectant mothers.

D. It is agreed that supplies and services provided by the Fund are to be in addition to, and not in substitution for, the budget charges which the Government has established for similar activities.

E. The Government agrees that the Fund may in its discretion cause such distinctive markings to be placed upon the supplies provided by the Fund as the Fund may deem necessary to indicate that the supplies in question are intended for the aid and assistance of children and adolescents and expectant and nursing mothers under the

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auspices of the International Children's Emergency Fund.

F. No recipient of supplies provided by the Fund shall be required to pay directly or indirectly for the cost of these supplies.

G. The Government agrees to make all arrangements for, and to sustain all operational and administrative expenses or costs incurred in the currency of _____, with respect to the reception, unloading, warehousing, transportation, and distribution of the supplies furnished by the Fund.

ARTICLE III

EXPORTS

The Government agrees that it will not expect the Fund to furnish supplies for the aid and assistance of children and adolescents and expectant and nursing mothers under this agreement if the Government exports any supplies of the same or similar character, except for such special circumstances as may arise and be placed for consideration before the Programme Committee.

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Alternative B (in countries where UNICEF intends to establish an office)

COOPERATION BETWEEN THE GOVERNMENT AND UNICEF AND PROVISION OF LOCAL SERVICES AND FACILITIES

1. UNICEF may maintain an office in _____ and may assign authorized officers to visit or be stationed therein for consultation and cooperation with the appropriate officials of the Government with respect to the review and preparation of proposed projects and plans of operations, and the shipment, receipt, distribution or use of the supplies and equipment furnished by UNICEF, and to advise UNICEF on the progress of the Plans of Operations and on any other matter relating to the application of this Agreement. The Government shall permit authorized officers of UNICEF to observe all the phases of the execution of the Plans of Operations in _____.

2. The Government, in agreement with UNICEF, shall make arrangements for and provide funds up to a mutually agreed amount to cover the costs of the following

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Agreement

3. UNICEF may arrange to place on the supplies and equipment it furnishes such markings as are deemed necessary to identify the supplies and equipment as being provided by UNICEF.

4. The Government shall take the appropriate action and defray the relevant costs in connection with the receipt, unloading, storage, insurance, transport and distribution of the supplies and equipment provided by UNICEF, after their arrival in the country.

ARTICLE IV

Bookkeeping and statistical records

The Government shall keep such bookkeeping and statistical records concerning the execution of the Plan of Operations as, by joint agreement, are considered to be necessary and shall supply any of such records to UNICEF at its request.

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3. The Government shall permit UNICEF officials, experts on mission and persons performing services for UNICEF to observe and monitor all the phases and aspects of the programmes of cooperation.

4. The Government shall keep such statistical records concerning the execution of the master plan of operations as the Parties may consider necessary and shall supply any of such records to UNICEF at its request.

5. The Government shall cooperate with UNICEF in providing the appropriate means necessary for adequately informing the public about the programmes of cooperation carried out under the present Agreement.

ARTICLE IV

UNICEF office

1. UNICEF may establish and maintain an office in the country as the Parties may consider necessary to facilitate the implementation of the programmes of cooperation.

2. UNICEF may, with the agreement of the Government, establish and maintain a regional/area office in the country to provide programme support to other countries in the region/area.

3. In the event that UNICEF does not maintain an office in the country, it may, with the agreement of the Government, provide support for programmes of cooperation agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.

ARTICLE V

Assignment to UNICEF office

1. UNICEF may assign to its office in the country officials, experts on mission and persons performing services for UNICEF, as is deemed necessary by UNICEF, to provide support to the programmes of cooperation in connection with:

- (a) The preparation, review, monitoring and

ARTICLE V

Cooperation between the Government and UNICEF and provision of local services and facilities

1. UNICEF will maintain an Area Office in _____ and will assign officials to visit or be stationed therein for the purposes of consulting with and cooperating with the corresponding officials of the Government in connection with the review and preparation of the proposed programmes and Plans of Operations, and the shipment, receipt, distribution or use of the supplies and equipment furnished by UNICEF, and for the purpose of advising UNICEF regarding the progress of the Plans of Operations and on any other matters relating to the application of this Agreement. The Government shall permit UNICEF officials to observe all the phases of the execution of the Plans of Operations in _____.

2. The Government, in agreement with UNICEF, shall make arrangements for and provide funds, up to a mutually agreed amount, to defray some of the costs of the

local services and facilities:

(a) Establishment, equipment, maintenance and rent of the office;

(b) Local personnel required by UNICEF;

(c) Postage and telecommunications for official purposes;

(d) Transportation of personnel within the country and subsistence allowance.

3. The Government shall also facilitate the provision of suitable housing accommodation for international personnel of UNICEF assigned to _____.

ARTICLE V

PUBLIC INFORMATION

The Government shall co-operate with UNICEF in making available to the public adequate information concerning UNICEF assistance.

ARTICLE VI

CLAIMS AGAINST UNICEF

1. The Government shall assume, subject to the

ARTICLE IV

RECORDS AND REPORTS

A. The Government will maintain adequate accounting and statistical records on the Fund's operations necessary to discharge the Fund's responsibilities, and will consult with the Fund, at its request, with respect to the maintenance of such records.

B. The Government will furnish the Fund with such records, reports and information as to the operation of the approved plan as the Fund may find necessary to the discharge of its responsibilities.

ARTICLE V

RELATIONSHIP BETWEEN THE GOVERNMENT AND THE FUND IN THE CARRYING OUT OF THIS AGREEMENT

A. It is recognized and understood by the Government and the Fund that in order to carry out the terms of this Agreement it will be necessary to establish a close and cordial relationship of cooperation between representatives of the Government and the Fund respectively, at the operating level. To

evaluation of the programmes of cooperation;

(b) The shipment, receipt, distribution or use of the supplies, equipment and other materials provided by UNICEF;

(c) Advising the Government regarding the progress of the programmes of cooperation;

(d) Any other matters relating to the application of the present Agreement.

2. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services for UNICEF; UNICEF shall also notify the Government of any changes in their status.

ARTICLE VI

Government contribution

1. The Government shall provide to UNICEF as mutually agreed upon and to the extent possible:

(a) Appropriate office premises for the UNICEF office, alone or in conjunction with the United Nations system organizations;

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following local services and facilities;

(a) Local staff required by UNICEF;

(b) Postage and telecommunications for official purposes;

(c) Establishment, fixtures, equipment, maintenance and rent for office facilities.

ARTICLE VI

Public information

The Government shall cooperate with UNICEF for the purposes of adequately informing the public about the assistance furnished under this Agreement.

ARTICLE VII

Privileges and immunities

1. The Government shall accord UNICEF, its property, funds and assets, and UNICEF officials the privileges and immunities provided for in the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946 (hereinafter referred to as the "Convention").

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provisions of this Article, responsibility in respect to claims resulting from the execution of Plans of Operations within the territory of _____.

2. The Government shall accordingly be responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall defend and hold harmless UNICEF and its experts, agents and employees in case of any claims or liabilities resulting from the execution of plans of operations made pursuant to this agreement, except where it is agreed by the Government and UNICEF that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees.

3. In the event of the Government making any payment in accordance with the provisions of paragraph 2 of this Article, the Government shall be entitled to exercise all rights and claims of UNICEF against third persons.

4. This Article shall not apply with respect to any claim against

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this end it is agreed that the Fund will provide duly authorized officers to be stationed in _____, and to be available for consultation, and cooperation with the appropriate officials of the Government with respect to the shipment, receipt, and distribution of the supplies furnished by the Fund, to consider and review the needs of children and adolescents and expectant and nursing mothers in _____, for the aid contemplated under this agreement, to advise the Headquarters of the Fund of the programme of operations under the agreement, and of any problems which the Government may care to submit to the Fund or its representatives with regard to aid and assistance for children and adolescents and expectant and nursing mothers in _____.

B. The Fund agrees that, for the above purposes, it will maintain an office at the capital of the Government through which its officers may be reached and through which it will conduct its principal business.

C. The Government will facilitate employment by the Fund of such

(b) Costs of postage and telecommunications for official purposes;

(c) Costs of local services such as equipment, fixtures and maintenance of office premises;

(d) Transportation for UNICEF officials, experts on mission and persons performing services for UNICEF in the performance of their official functions in the country.

2. The Government shall also assist UNICEF:

(a) In the location and/or in the provision of suitable housing accommodation for internationally recruited UNICEF officials, experts on mission and persons performing services for UNICEF;

(b) In the installation and supply of utility services such as water, electricity, sewerage, fire protection services and other services, for UNICEF office premises.

3. In the event that UNICEF does not maintain a UNICEF office in the country, the Government undertakes to contribute

2. Without derogation from the generality of the provisions of the Convention, the Government shall recognize the privileges and immunities provided in Articles VIII, IX, X and XI below.

ARTICLE VIII UNICEF officials

1. Within the territory of officials shall enjoy the following privileges and immunities:

(a) Immunity from personal arrest or detention;

(b) Immunity from seizure of personal or official luggage;

(c) Immunity from any kind of legal process in respect of words spoken or written or in respect of any act performed in an official capacity, such immunity to continue even after termination of employment with UNICEF;

(d) Exemption from any form of direct taxation on salaries, remuneration or allowances paid by UNICEF;

UNICEF for injuries incurred by a staff member of UNICEF.

5. UNICEF shall place at the disposal of the Government any information or other assistance required for the handling of any case to which paragraph 2 of this Article relates or for the fulfilment of the purposes of paragraph 3.

ARTICLE VII PRIVILEGES AND IMMUNITIES

The Government shall apply to UNICEF, as an organ of the United Nations, to its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the United Nations (to which

No taxes, fees, tolls or duties shall be levied on supplies and equipment furnished by UNICEF so long as they are used in accordance with the Plans of Operations.

ARTICLE VIII

GENERAL PROVISIONS

1. Alternative A (for agreements not requiring ratification)

citizens of _____, as officers, clerical staff or otherwise, as may be required to discharge the Fund's functions under this agreement.

D. The Government will permit authorized officers of the Fund to have access to such records, books of account, or other appropriate documents with respect to the distribution of supplies furnished by the Fund, as may be necessary to satisfy the Fund of the Government's compliance with the terms of this agreement. The Government shall further permit authorized officers of the Fund entire freedom to observe distribution of such supplies from time to time, and from place to place, and to examine the processes and techniques of distribution and make observations with respect thereto to the appropriate Government authorities.

E. The Government will, in agreement with the Fund, make arrangement for, and sustain the cost of, expenses incurred in the currency of _____, with respect to the housing, subsistence, automobile, transportation, and travel of the officers to be provided by the

towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of cooperation in the country, up to a mutually agreed amount, taking into account contributions in kind, if any.

ARTICLE VII

UNICEF supplies, ~~equipment and other assistance~~

1. UNICEF contribution to programmes of cooperation may be made in the form of financial and other assistance. Supplies, equipment and other assistance intended for the programmes of cooperation under the present Agreement shall be transferred to the Government upon arrival in the country, unless otherwise provided in the master plan of operations.

2. UNICEF may place on the supplies, equipment and other materials intended for programmes of cooperation such markings as are deemed necessary to identify them as being provided by UNICEF.

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(e) Exemption, in the case of non-officials, from any form of direct taxation on income derived from sources outside _____;

(f) Exemption, for themselves, their spouses and dependent family members, from alien registration procedures and immigration restrictions;

(g) Freedom, in the case of non-officials, to hold or maintain, within or elsewhere, foreign exchange, foreign-currency accounts, and movable or immovable property; and the right, upon termination of employment with UNICEF, to take out of the _____, without restrictions or limitations, their funds, in the same currencies and in the same amounts as were brought by them into _____ through authorized channels;

(h) The same repatriation facilities and the same rights to protection by the

authorities, for themselves, their family members and dependants, as are accorded to

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This Agreement shall enter into force on the date of signature.

Alternative B (for agreements requiring ratification)

This Agreement shall enter into force on the date on which UNICEF receives written notice from the Government that the approval constitutionally required in _____ has been obtained.

2. This Agreement and the Plans of Operations may be modified by written agreement between the Parties hereto.

3. This Agreement may be terminated by either Party by written notice. Notwithstanding any such notice of termination, this Agreement shall remain in force until the termination of all Plans of Operations.

IN WITNESS WHEREOF the undersigned, duly appointed representatives of the Government and of UNICEF have, on behalf of the parties, respectively signed the present Agreement.

For the Government:

For UNICEF:

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Fund under this Article, and the establishing, equipping, and maintaining of the office to be established at the capital of the Government under Section B of this Article, together with necessary clerical and other assistance, and postal, telegraphic and telephone communications, for the authorized activities of the officers and the office above mentioned.

ARTICLE VI

IMMUNITY FROM TAXATION

A. The Fund, its assets, property, income and its operations and transactions, of whatsoever nature, shall be immune from all taxes, fees, tolls, or duties imposed by the Government or by any other public authority in _____.

The Fund shall also be immune from liability for the collection or payment of any tax, fee, toll, or duty imposed by the Government or any political subdivision thereof or by any other public authority.

B. No tax, fee, toll or duty shall be levied by the Government or any political subdivision thereof or any other public authority on or in respect of salaries

3. The Government shall grant UNICEF all necessary permits and licences for the importation of the supplies, equipment and other materials under the present Agreement. It shall be responsible for, and shall meet the costs associated with, the clearance, receipt, unloading, storage, insurance, transportation and distribution of such supplies, equipment and other materials after their arrival in the country.

4. While paying due respect to the principles of international competitive bidding, UNICEF shall attach high priority to the local procurement of supplies, equipment and other materials which meet UNICEF requirements in quality, price and delivery terms.

5. The Government shall exert its best efforts, and take the necessary measures, to ensure that the supplies, equipment and other materials, as well as financial and other assistance intended for programmes of cooperation, are utilized in conformity with the purposes stated in the master plan of operations and are

members of diplomatic missions in time of international tension;

(i) The right to import, free of customs duties and other import levies, prohibitions and restrictions, their furniture and effects, including one motor vehicle, on first taking up their duties in the purposes of the transfer of each motor vehicle, the general regulations applicable to the resident diplomatic corps shall apply.

2. All UNICEF officials shall be provided with a special identity card certifying their status as UNICEF officials and their entitlement to the privileges and immunities set forth in this Agreement.

3. The Government shall accord to the Representative/Liaison officer and other senior officials of the UNICEF Area Office, recognized as such by the Ministry of Foreign Affairs, the diplomatic privileges and immunities granted to officials of comparable rank of the Economic Commission for Latin America and Directors of other offices of United

or remunerations for personal services paid by the Fund to its officers, employees, or other Fund personnel who are not subjects of _____, or permanent residents thereof.

C. The Government will take such action as is necessary for the purpose of making effective the foregoing principles. In addition, the Government will take whatever other action may be necessary to insure that supplies and services furnished by the Fund are not subjected to any tax, fee, toll, or duty in a manner which reduces the resources of the Fund.

ARTICLE VII PRIVILEGES AND IMMUNITIES

The Government will grant to the Fund and its personnel the privileges and immunities contained in the general convention on privileges and immunities adopted by the General Assembly of the United Nations on 13 February 1946.

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ARTICLE VIII

PUBLIC INFORMATION

The Government will afford the Fund opportunity for, and will cooperate with the Fund in, making public information regarding the delivery and distribution of supplies furnished by the Fund.

ARTICLE IX

PERIOD OF AGREEMENT

This agreement shall take effect as from this day's date. It shall remain in force at least until any supplies furnished by the Fund are finally consumed, plus a reasonable period for the completion of an orderly liquidation of all Fund activities in disagreement as to. In case of whether the terms of this agreement are being complied with, the matter will be referred to the Programme Committee of the Executive Board of the International Children's Emergency Fund for appropriate action.

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Nations Representatives in said senior UNICEF officials shall, for this purpose, be assigned by the Ministry of Foreign Affairs to the appropriate categories of diplomatic staff and shall be entitled to the customs exemptions specified in Section of the Customs Tariff.

4. The privileges and immunities accorded under this Agreement are granted in the interests of UNICEF and not for the personal benefit of the persons concerned. The Executive Director may waive the immunity of any official in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of UNICEF.

ARTICLE IX

Communications

1. UNICEF shall enjoy, in respect of its communications, treatment not less favourable than that accorded by the Government to any other Government or organization, including foreign diplomatic missions in _____.

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employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.

6. No direct taxes, value added tax, fees, tolls or duties shall be levied on the supplies, equipment and other materials intended for programmes of cooperation in accordance with the master plan of operations. In respect of supplies and equipment purchased locally for programmes of cooperation, the Government shall, in accordance with section 8 of the Convention, make appropriate administrative arrangements for the remission or return of any excise duty or tax payable as part of the price.

7. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies, equipment and other materials that have not been used in the

programmes of cooperation.

8. The Government shall maintain proper accounts, records and documentation in respect of funds, supplies, equipment and other assistance under this Agreement. The form and content of the accounts, records and documentation required shall be as agreed upon by the Parties. Authorized officials of UNICEF shall have access to the relevant accounts, records and documentation concerning distribution of supplies, equipment and other materials, and disbursement of funds.

9. The Government shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of cooperation and certified financial statements, audited in accordance with existing government rules and procedures.

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2. UNICEF shall be entitled, in the performance of its official functions, to use the State railways under the same conditions as established for resident diplomatic missions, as specified in Customs Regulations No. _____.

3. No official correspondence or other communications of UNICEF shall be subject to censorship. Such immunity shall extend to printed matter, photographs, slides, films and sound recordings, this list being subject to expansion by joint agreement. UNICEF shall be entitled to use codes and to dispatch and receive correspondence either by courier or in sealed pouches. No provision of this article may be interpreted as prohibiting the adoption of appropriate security measures, which shall be determined by agreement between the Government and UNICEF.

ARTICLE X

Property of UNICEF and taxation

1. The UNICEF Area Office shall be inviolable.

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1956 REVISION

No. 829. AGREEMENT BETWEEN THE UNITED NATIONS INTERNATIONAL CHILDREN'S FUND AND THE GOVERNMENT OF _____ CONCERNING THE ACTIVITIES OF THE UNICEF IN _____ (Dated 20 December 1949) (United Nations Treaty Series, vol. 65, p. 68)

ADDITIONAL PROTOCOL TO THE ABOVE-MENTIONED AGREEMENT CONCERNING CLAIMS AGAINST UNICEF. DATED 17 MAY 1956.

WHEREAS the Government of _____

(hereinafter referred to as the Government) and the United Nations Children's Fund (hereinafter referred to as the Fund) concluded an Agreement dated 20 December 1949 providing that the Fund would furnish assistance to children, adolescents, and expectant and nursing mothers in the territory of the Government,

THE GOVERNMENT AND THE FUND HAVE AGREED AS FOLLOWS:

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ARTICLE VIII

Intellectual property rights

1. The Parties agree to cooperate and exchange information on any discoveries, inventions or works resulting from programme activities undertaken under the present Agreement, with a view to ensuring their most efficient and effective use and exploitation by the Government and UNICEF.

2. Patent rights, copyright rights, and other similar intellectual property rights in any discoveries, inventions or works under paragraph 1 of this article, resulting from programmes in which UNICEF cooperates may be made available by UNICEF free of royalties to other Governments with which UNICEF cooperates for their use and exploitation in programmes.

ARTICLE IX

Applicability of the Convention

The Convention shall be applicable to Mutatis mutandis to UNICEF, its office, property, funds and assets and to its

ARTICLE I

The Government shall assume complete and entire responsibility for any claim made against the Fund, its employees or its agents who are performing their duties in connection with assistance which has been or is to be furnished by the Fund at the request of the Government. The Government shall bear the cost of the defence of the Fund, its employees or agents against any such claim. If the Government effects a payment under the provisions of this article, it shall assume all the rights, claims and subsidiary claims of the Fund in respect of third parties.

This article shall not apply to claims made against the Fund for injuries suffered by members of its staff.

ARTICLE II

This Protocol shall be deemed to be an integral part of the Agreement concluded between the Government and the Fund on 20 December 1949.

For the Government:

FOR UNICEF:

2. UNICEF and its property, wherever situated and by whomsoever held, shall be immune from legal process.

3. The property and assets of UNICEF, wherever situated and by whomsoever held, shall be immune from search, seizure, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

4. The archives of UNICEF, and in general all documents belonging to or held by it, shall be inviolable.

5. The assets, income and other property of UNICEF shall be exempt from:

(a) Any form of direct taxation, provided that UNICEF will not claim exemption from taxes in the nature of remuneration for public utility services;

(b) Custom duties and import prohibitions and restrictions on articles imported by UNICEF for its official use; provided that imported articles benefiting from such exemption may not be sold within the country except under

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conditions to be agreed upon by the Government and UNICEF;

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

ARTICLE XI

Financial and exchange facilities

1. UNICEF shall not be subject to any financial controls, regulations or moratoria and may freely:

(a) Acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts, and acquire through authorized institutions, hold and use funds, securities and gold;

(b) Bring funds, securities, foreign currencies and gold into the _____ from any other country, use them within _____ or transfer them to _____ other countries.

2. In exercising the rights accorded to it under this article, UNICEF shall pay due regard to any representation made to it by the Government and

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officials and experts on mission in the country.

ARTICLE X

Legal status of UNICEF office

1. UNICEF, its property, funds and assets, wherever located, and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case it has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

2. (a) The premises of the UNICEF office shall be inviolable. The property and assets of UNICEF, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

(b) The appropriate authorities shall not enter the office premises to perform any official duties, except with the express consent of the head of the office and

under conditions agreed to by him or her.

3. The appropriate authorities shall exercise due diligence to ensure the security and protection of the UNICEF office, and to ensure that the tranquility of the office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

4. The archives of UNICEF, and in general all documents belonging to it, wherever located and by whomsoever held, shall be inviolable.

ARTICLE XI

UNICEF funds, assets and other property

1. Without being restricted by financial controls, regulations or moratoria of any kind:

(a) UNICEF may hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;

(b) UNICEF shall be free to transfer its funds, gold or currency

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shall endeavour to give effect thereto so far as this is possible without detriment to its own interests.

ARTICLE XII

Claims against UNICEF

1. The Government shall assume liability within territory for any third-party claim against UNICEF and its experts, agents or employees and shall defend and protect UNICEF and its experts, agents or employees against any claim or liability arising exclusively from the execution of the plans of Operations in pursuance of this Agreement. The foregoing will not apply, when the Government and UNICEF agree that such claim or liability is due to the gross negligence or willful misconduct of such experts, agents or employees.

2. In the event of the Government making any payment under the provisions of paragraph 1 of this article, the Government may subrogate and derive the benefit of all the rights and claims of UNICEF against third parties.

from one country to another or within any country, to other organizations or agencies of the United Nations system;

(c) UNICEF shall be accorded the most favourable, legally available, rate of exchange for its financial activities.

2. UNICEF, its assets, income and other property shall:

(a) Be exempt from all direct taxes, value added tax, fees, tolls or duties; it is understood, however, that UNICEF will not claim exemption from taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under government regulation, at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized;

(b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by UNICEF for its official use. It is understood, however,

3. UNICEF shall place at the disposal of the Government any information or other assistance required for handling of any case to which paragraph 1 of this article relates or for fulfilment of the purposes of paragraph 2.

ARTICLE XIII

General Provisions

1. This Agreement shall enter into force on the date which UNICEF receives notice in writing from the Government that the Agreement has been given legislative approval in accordance with the constitutional provisions of

Without prejudice to the foregoing, the Agreement may be applied as from the date of signature in respect of all parts thereof comprised within the legal powers of the President of

2. Consultations with a view to amending the Agreement may be held at the request of the Government or UNICEF. Amendments shall be made by joint agreement.

3. This Agreement shall be interpreted in the light of its primary purpose, which is to enable UNICEF to

that articles imported under such exemptions will not be sold in the country into which they were imported except under conditions agreed with the Government;

- (c) Exempt from customs duties and prohibitions on imports and exports in respect of its publications.

ARTICLE XII

Greeting cards and other UNICEF products

Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national and local taxes.

ARTICLE XIII

UNICEF officials

1. Officials of UNICEF shall:
- (a) Be immune from legal process in respect of words spoken or written and all acts

discharge its responsibilities fully and efficiently and to attain its objective in the region.

4. Wherever this Agreement imposes obligations on the competent

authorities, the ultimate responsibility for the fulfillment of such obligations shall rest with the Government. In the event that UNICEF denounce the present agreement, such denunciation would in no way affect the continuity of the projects and programmes under implementation which will be totally completed unless both parties agree to the contrary.

5. This Agreement shall cease to be in force six months after either of the Contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards those provisions of this Agreement which are applicable to the normal cessation of the activities of UNICEF in and the disposal of its property in .

6. This Agreement ~~supersedes and replaces~~

performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF;

- (b) Be exempt from taxation on the salaries and emoluments paid to them by UNICEF;
- (c) Be immune from national service obligations;

- (d) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

- (e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions to the Government;

- (f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;

- (g) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the host country.

the Agreement between the Government of International Children's Emergency Fund and the Emergency Fund signed on 1950 and the additional Protocol thereto, signed on 1956 as well as the Agreement between the Government and the United Nations Children's Fund signed on 1965.

IN WITNESS WHEREOF

The undersigned, being duly appointed representatives of the Government and UNICEF, respectively, have on behalf of the Parties signed this Agreement, in duplicate, in the English and languages, both texts being equally authentic.

Done at ,
this day of ,
1983.

For the Government:

For UNICEF:

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2. The head of the UNICEF office and other senior officials, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the name of the head of UNICEF office may be incorporated in the diplomatic list.

3. UNICEF officials shall also be entitled to the following facilities:

(a) To import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing government regulation;

(b) To import a motor vehicle free of customs and excise duties, including value added tax, in accordance with existing government regulation applicable to members of diplomatic missions of comparable ranks.

ARTICLE XIV

Experts on mission

1. Experts on mission shall be granted the privileges and immunities specified in

article VI, sections 22 and 23, of the Convention.

2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

ARTICLE XV

Persons performing
services for UNICEF

1. Persons performing services for UNICEF shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF;

(b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys.

2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services for UNICEF may be accorded such other privileges, immunities and

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facilities as specified in article XIII above, as may be agreed upon between the Parties.

ARTICLE XVI

Access facilities

1. UNICEF officials, experts on mission and persons performing services for UNICEF shall be entitled:

(a) To prompt clearance and issuance, free of charge, of visas, licenses or permits, where required;

(b) To unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

ARTICLE XVII

Locally recruited personnel assigned to hourly rates

The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the

United Nations, including UNICEF. Locally recruited personnel shall be accorded all facilities necessary for the independent exercise of their functions for UNICEF.

ARTICLE XVIII

Facilities in respect of
communications

1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission (or intergovernmental organization) in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.

2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon between the Parties. UNICEF shall be entitled

to use codes and to dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

3. UNICEF shall have the right to operate radio and other telecommunication equipment on United Nations registered frequencies and those allocated by the Government between its offices, within and outside the country, and in particular with UNICEF headquarters in New York.

4. UNICEF shall be entitled, in the establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.

ARTICLE XIX

Facilities in respect of means of transportation

The Government shall grant UNICEF necessary permits or licences for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of

civil aeroplanes and other craft required for programme activities under the present Agreement.

ARTICLE XX

Waiver of privileges and immunities

The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the right and the duty to waive the immunity of any individual referred to in articles XIII, XIV and XV in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.

ARTICLE XXI

Claims against UNICEF

1. UNICEF cooperation in programmes under the present Agreement is provided for the benefit of the Government and people of the country and, therefore, the Government shall bear

all the risks of the operations under the present Agreement.

2. The Government shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the operations under the present Agreement that may be brought by third parties against UNICEF, UNICEF officials, experts on mission and persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or wilful misconduct.

ARTICLE XXII

Settlement of disputes

Any dispute between UNICEF and the Government relating to the interpretation and application of the present Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who

shall be the chairman.
If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based, and shall be accepted by the Parties as the final adjudication of the dispute.

ARTICLE XXIII

Entry into force

1. The present Agreement shall enter into force, following signature, on the day after the exchange between the Parties of an instrument of ratification or acceptance by the Government and of an instrument constituting an act of formal

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confirmation by UNICEF and, pending such ratification, it shall, by agreement of the Parties, be given provisional effect.

2. The present Agreement supersedes and replaces all previous Basic Agreements, including addenda thereto, between UNICEF and the Government.

ARTICLE XXIV

Amendments

The present Agreement may be modified or amended only by written agreement between the Parties hereto.

ARTICLE XXV

Termination

The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. The Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of UNICEF's activities, and the resolution of any disputes between the Parties.

IN WITNESS
WHEREOF, the undersigned, being duly authorized plenipotentiary of the Government and duly appointed representative of UNICEF, have on behalf of the Parties signed the present Agreement, in the language(s). For purposes of interpretation and in case of conflict, the text shall prevail.

Done at _____, this
day of _____,
nineteen hundred _____.

For the Government:

For UNICEF: